DOCUMENT RESUME

ED 195 808 CE 027 529

AUTHOR	Moorman, Barbara: And Others
TITLE	Guide to Policies and Contracts on Job Sharing in the Schools.
INSTITUTION	New Ways to Work, Palo Alto, Calif.
SPONS AGENCY	Luke B. Hancock Foundation, Menlo Park, Calif.
PUB DATE	80
NOTE	40p.
AVAILABLE FROM	New Ways to Work Publications, 149 Ninth St., San Francisco, CA 94103 ($4.00; 10% discount on 10-25 copies; 15% on 26-50 copies; 20% on 51-100 copies).
EDRS PRICE	MF01 Plus Postage. PC Not Available from EDRS.
DESCRIPTORS	Administrator Guides: *Board of Education Policy: *Contracts: *Faculty Workload: Full Time Equivalency: Negotiation Agreements: *Partnership Teachers: Part Time Employment: *Part Time Faculty: *Personnel Policy: Substitute Teachers: Teacher Employment
IDENTIFIERS	California: *Job Sharing: New Ways to Work Job Sharing in Schools Project

ABSTRACT

Job Sharing--two persons sharing one full-time position--is becoming increasingly popular in the nation's schools. This guide provides information on policies and contracts and collective bargaining implications, based on practices in California, where the job sharing is allowed in 27 percent of the school districts. Provisions of policies and contracts for the following topics are included: the application process, pairing, selection, sharing schedules, compensation, benefits, return to full time, substituting, contingencies, and considerations for future policies and contracts. Suggested contract language for each of these areas is provided: and a model collective bargaining contract is included. Appendixes contain lists of California school districts whose policies or contracts were reviewed for this guide; sample collective bargaining contracts; sample individual employment contracts; California Assembly Bill 3339, which permits job sharing; and a list of publications available from the New Ways to Work Job Sharing in the Schools Project. (KC)

****
* Reproductions supplied by EDRS are the best that can be made *
* from the original document. *
****

ED195808

GUIDE TO POLICIES AND CONTRACTS

on

JOB SHARING IN THE SCHOOLS

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION

THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

"PERMISSION TO REPRODUCE THIS MATERIAL IN MICROFICHE ONLY HAS BEEN GRANTED BY

Sigrid Ruggels

TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)."

Prepared by:

Barbara Moorman, Suzanne Smith,
and Susie Ruggels
of the New Ways to Work
Job Sharing in the Schools Project

2

JAN 26 1981

New Ways to Work (NWW) is a nonprofit, work resource organization. Founded in 1972, it opened because of a belief that many people's work needs were not being met in our changing society. The focus of the Job Sharing in the Schools Project is the creation of more work time options for both teachers and school districts.

© 1980, New Ways to Work
All Rights Reserved

ACKNOWLEDGEMENTS

The New Ways to Work Job Sharing in the Schools Project wishes to thank the many people in school districts and teachers' organizations who sent us copies of the sections in their contracts dealing with job sharing. We would especially like to thank the following persons who read the first draft and provided us with critical comments: Mary Lou Baldra, Palo Alto Educators Association; Biddle, Walters and Bukey, Attorneys at Law; Terrence A. Carlson, Deputy County Counsel, Napa County; Joan Holden, CTA Council of Marin Uni Serv; Glen Riggs, Director of Membership Services for the California State Teachers' Retirement System; James Olivero, Association of California School Administrators; Dr. Herb Salinger, California School Boards Association; and Rubin Tepper, Attorney at Law.

This publication was made possible by a grant from the Luke B. Hancock Foundation of Menlo Park, California, as part of the Job Sharing in the Schools Project funded by both the Rosenberg and Hancock Foundations. Graphics are by the San Francisco Study Center Graphics Project.

CONTENTS

I. INTRODUCTION 1

II. PROVISIONS OF POLICIES AND CONTRACTS 3

Definition 3
Pilot Program 3
Application Process 5
Pairing 6
Selection 7
Sharing Schedules Allowed 8
Compensation 9
Benefits 10
Return to Full Time 12
Substituting 15
Contingencies 15
Considerations for Future Policies and Contracts 16

III. MODEL COLLECTIVE BARGAINING CONTRACT ... 19

IV. APPENDIX 22

California School Districts Whose Written Policies Were Reviewed for This Study 22
California School Districts Whose Contracts Were Reviewed for This Study 23
Sample Collective Bargaining Contracts 24
San Francisco Unified 24
Napa Unified 25
Redwood City 26
Whisman 28
Sample Individual Employment Contracts 30
North Sacramento 30
Palo Alto 33
California Assembly Bill 3339 34
Publications Available from New Ways to Work 38

I. INTRODUCTION

Job sharing—two persons sharing one full-time position—is an alternative work-time arrangement that is becoming increasingly popular in the nation's schools. A recent survey shows that 27.6% of school districts in California and the entire State of Hawaii allow teachers this option. Drawing from California's experience, New Ways to Work prepared this guide to assist other school districts, teachers' associations and unions throughout the United States that are considering the initiation or extension of a job sharing program.

New Ways to Work has been consulting on job sharing with teachers, their organizations and school districts since 1974. In 1979, the Job Sharing in the Schools Project was established to respond to the growing number of teachers who have sought approval for reducing work hours by sharing their jobs and to the many school district administrators looking for more effective ways to manage their most valuable resource—teachers.

To produce this guide, job sharing policies from 18 California school districts and contracts from 32 districts were studied to determine the patterns of general usage. (See appendix for a list of districts whose policies or contracts were studied.) In addition, districts, associations and unions were interviewed for their views on the pros and cons of specific provisions. Questionnaires from 42 districts provided further information on the current practice of job sharing.

The above material was drawn exclusively from California districts because of the prevalence there of job sharing, but readers from other states should find the material helpful, for the issues that must be dealt with remain the same. These readers, however, should keep in mind the regulations of their own state's Education Code.

II. PROVISIONS OF POLICIES AND CONTRACTS

DEFINITION

The policies and contracts studied generally were consistent in their definition of job sharing—two unit members sharing one full-time position. Some contracts, however, use the term "partnership teaching" or "tandem teaching" to refer to this arrangement. A few contracts limit the definition, for example, by adding after "position" the words "by teaching a half day each day." Such limitations will be dealt with in other sections rather than here under definition.

In job sharing, pairs share the rights, responsibilities and benefits of one full-time position. These generally are greater than those of part-time positions.

While job sharing is appropriate for teachers in many different situations as well as for other school personnel, the option of job sharing is particularly important to teachers of contained classrooms. In the past, they rarely have been able to reduce to part time and retain their positions as classroom teachers. Job sharing offers them a real solution when they must reduce their hours.

Suggested contract language:

JOB SHARING SHALL REFER TO TWO (2) UNIT MEMBERS SHARING ONE (1) FULL-TIME POSITION.

PILOT PROGRAM

Background

Most job sharing was initiated in California's schools because two full-time teachers began to voice their common need to reduce work hours. "Wouldn't it be great," they said, "if we could share a job, since both of us want to work less? We're friends and we work well together. Why not?" The more they talked about it,

the more feasible the idea seemed. They reasoned that there were potential benefits to their school district, too. They talked to their principal, who talked to the personnel director, who talked to the superintendent. Eventually the Board of Education allowed the two teachers to try it on an experimental basis.

Policy

When these pioneer job sharing teams worked out well, school districts began to establish policies allowing job sharing. (Later they would negotiate job sharing in their collective bargaining agreements.) At first, these policies were written as "pilot programs" because districts had concerns about job sharing. Would they be deluged by teachers who wanted to do it? How would the parents react? What would be the effect on the students? The pilot program provided the district a means to test the water. An evaluation could be built in at the end of the year. Administrators could find out whether the program's foreseeable benefits also contained unforeseen problems.

Because of this desire to test job sharing first, many districts also wrote into their policies a limitation on the number of people who could share. This limitation was usually set at one pair per school, though sometimes it was a certain percentage of certificated personnel. More important, school districts with such limits often discovered that their fears of being swamped with applicants were unfounded. Instead, they found job sharing to be so beneficial that they later lifted all restrictions.

Contract

The majority of school districts that initiate job sharing by adopting a policy establishing a pilot program later negotiate the practice into their collective bargaining agreement. When they do so, they usually eliminate references to a pilot program and limitations on the number of teachers who may do it. All teachers then have a right to request a shared position. In a few cases job sharing has been negotiated in the contract from the beginning. These contracts sometimes have language about limitations and pilot programs that usually is found in school district policies.

As job sharing becomes more widespread and evidence of its benefits available, districts are able to initiate job sharing without the uncertainty of its results. This means fewer restrictions on job sharing and fewer tentative programs in both policies and contracts.

APPLICATION PROCESS

Policy

Most districts simply state a date by which teachers who are interested must apply in writing to the personnel director or the superintendent. This date generally coincides with the date on which teachers must inform districts of their plans for the following year.

Some districts allow only tenured teachers to share. These districts reason that they want several years to evaluate a teacher before (s)he shares in order to ensure a successful partnership.

Other districts do not require tenure. In fact, some allow new applicants to apply for the job sharing program. According to these districts, the risk is no greater than it is when hiring any new teacher. And, they emphasize, job sharing can be a recruiting tool for new teachers.

Most districts with experience in job sharing also require that teachers submit a detailed proposal explaining how they intend to share. By insisting on this and requiring that teachers who wish to share choose their own partner, districts usually can avoid any problems during the year with teachers who are not compatible. Written applications generally include:

1. Scheduling
2. Division of teaching responsibility
3. Handling of other responsibilities of the position (faculty meetings, parent conferences, in-service training, etc.)
4. Means of planning and communication between the sharers to ensure continuity of instruction and consistency in the classroom
5. Means of communicating with parents, and particularly informing them of the program at the beginning of the year
6. Means of communicating with their principal and with other staff
7. Any substituting arrangements to which they agree (i.e. teachers substituting for each other by changing work days instead of the district hiring a substitute and the teachers using sick leave)
8. Plans to present their arrangement to their students (for instance, do both plan to be there the first week of school?)

Many district policies allow for flexibility of the program at different schools by stating that the above provisions should be worked out with the principal. If the principal is satisfied, for instance, with one of the teachers attending faculty meetings and informing the other of what has occurred, then the district goes along with that. This also means that the principal may require both teachers to attend faculty meetings.

Some districts establish certain minimum requirements for the entire district. Those most typical are:

1. Both teachers shall attend all parent conferences.
2. Both teachers shall attend all faculty meetings.

Job sharing contracts usually are given for one school year at a time. Teachers must resubmit a request to share each spring, but a written proposal detailing the arrangement is waived for repeat pairs.

Contract

Most contracts specify the eligibility of all certificated personnel or all tenured teachers, the need for a written application by a certain date, and the need for a proposal that is mutually agreed to by the principal and teachers.

Suggested contract language:

ANY ASSIGNMENT OPENINGS SHALL BE AVAILABLE TO CERTIFICATED STAFF WHO HAVE INDICATED IN WRITING TO THE PERSONNEL DIRECTOR THEIR DESIRE TO JOB SHARE. RESPONSIBILITIES OF AN ASSIGNMENT BY (2) TWO JOB SHARERS MAY BE DIVIDED AND/OR ALLOCATED ACCORDING TO A PLAN DESIGNED BY THE JOB SHARERS WITH THE CONCURRENCE OF THEIR IMMEDIATE SUPERVISOR. THIS SHALL INCLUDE BUT NOT BE LIMITED TO ATTENDANCE AT REGULAR STAFF MEETINGS, DISTRICT MEETING, PARENT CONFERENCING, ETC.

PAIRING

Policy

Recognizing that compatibility of the two teachers is essential to successful job sharing, most districts permit or require job sharing applicants to find their own partner from among their

colleagues. In some districts this is easily accomplished. The teachers know each other and are able to discuss the possibility of sharing easily.

Finding a partner may be more difficult in larger districts. Personnel directors in these districts often attempt to facilitate the matching of partners without getting directly involved. Many of them simply make available a list of the names and phone numbers of teachers who are interested in job sharing so that they can contact each other about pairing up. One large district maintains a loose-leaf folder at the school district office with a page of information provided by each sharer in search of a partner. The sheet on each teacher includes such information as desired grade level, desired schedule, and educational philosophy. Teachers then contact those potential sharers whose wishes seem most compatible with their own needs and teaching style.

Especially in smaller districts, a full-time teacher who wants to reduce work hours may find no one else in the district who wants to share. In these cases, districts often hire a new teacher to work part time and share the full-time assignment. Again, because of the importance of compatibility, the teacher who is reducing work hours usually is involved in the selection of the partner. This arrangement often is worked out legally in such a way that the experienced teacher retains full-time tenure rights and the new teacher is hired on a temporary basis.

Contract

Many contracts say nothing about the pairing of teachers. A few, however, have clauses that protect teachers from being paired with another teacher not of their own choosing.

Suggested contract language:

JOB-SHARING ASSIGNMENTS SHALL BE FILLED ONLY BY TEACHERS WHO HAVE JOINTLY AGREED TO WORK TOGETHER.

SELECTION

Policy

Virtually all districts require the approval of the site administrator and the superintendent/assistant superintendent of

personnel before two teachers may share a job. Many also require the approval of the Board of Education. A few place a limit on the total number of job sharing assignments. The majority of these also state that if there are more applications for shared jobs than there are openings, selection shall be based on seniority and timely application.

Contract

Most contracts simply state who shall give final approval for any job sharing.

Suggested contract language:

JOB-SHARING ASSIGNMENTS SHALL BE GRANTED ANNUALLY UPON MUTUAL AGREEMENT OF THE TEACHERS AND THE PERSONNEL OFFICE.

SHARING SCHEDULES ALLOWED

Policy

Most districts currently require two teachers to share equally, while others allow teachers to share the job in any proportion that adds up to a full-time position. In either case, districts usually permit sharers to arrange specific schedules that are mutually agreeable to themselves and to their immediate supervisor. This policy allows the parties directly involved the flexibility they need to work out an agreement that meets their needs and provides for effective teaching.

A few districts, however, limit job sharing to one or two schedules: split day and/or alternate semesters. They voice the fear that other schedules may not provide continuity of instruction and may confuse the students. No school district, however, that has allowed other schedules has reported any problems with them. Rather, they cite benefits to the students and the district.

School districts that seek to promote job sharing should note that many teachers may not find the option attractive when restricted to a split day or alternate semester schedule. Teachers cite the time and cost of commuting as well as the lack of large blocks of free time for themselves as disadvantages of the split day schedule. Other teacners reject alternate semesters. They may be under stress and need a lighter load throughout the year

or may have young children and require extra time at home every week.

In order to provide for the individual needs of teachers and also ensure quality education in the classroom, New Ways to Work recommends that school districts not place a restriction on the sharing schedules allowed.

Contract

Teachers' organizations and districts must decide whether any type of limitation shall be placed on the type of scheduling permitted.

Suggested contract language:

New Ways to Work suggests that the contract not limit the types of schedules teachers are permitted to use, but rather that they work out a schedule that is mutually agreeable to them and to the principal. This language has already been stated in the section on application process.

COMPENSATION

Policy

All school district policies, in accordance with Section 45025 of the California State Education Code, state that job sharing participants shall receive the appropriate proportion of the full-time salary to which they would be entitled were they continuing to work full time.

Salary advancement policies differ, although the Code provides some direction here as well. Section 44908 provides that "A probationary employee who in any one school year has served at least 75% of the number of days regular schools of the district in which he is employed are maintained shall be deemed to have served a complete school year."

Many school districts interpret this to mean that a half-time teacher who works a half day every day shall, therefore, "be deemed to have served a complete school year." It follows then that these teachers must be advanced one step on the salary schedule for their full year of half-time service.

Another interpretation of Section 44908 is that the intent of

the law was to treat teachers who work 75% (i.e. work full time 75% of the days) as though they had worked a full year. Under this interpretation, districts would not be required to advance half timers working every day a full step on the salary schedule.

In practice, the majority of California school districts grant a full step increment on the salary schedule to any teacher working 50% or more, regardless of the teaching schedule.

A few district policies, however, prorate salary advancement. In these cases, teachers working half time would earn one step advancement after working two years. This also takes care of teachers working less than 50%, who under the "50% or more equals one step" rule might never receive a salary advancement.

Contract

Contracts incorporate one of these two positions—full-step increments or prorated salary advancement.

Suggested contract language:

PARTICIPANTS SHALL BE PLACED APPROPRIATELY ON THE TEACHERS' SALARY SCHEDULE, RECEIVE ONE STEP INCREMENT FOR EACH YEAR OF SERVICE, AND BE GIVEN APPROPRIATE ADDED INCREMENTS FOR ADVANCED DEGREES OR LONGEVITY.

OR

EMPLOYEES SHARING CONTRACTS SHALL RECEIVE SALARY STEP MOVEMENT AT THE START OF THE SCHOOL YEAR, FOLLOWING THE ACCUMULATION OF THE EQUIVALENCY OF ONE YEAR OF FULL-TIME SERVICE.

BENEFITS

Policy

Sick leaves are easily prorated for sharers, and all districts appear to do so.

Statutory benefits—unemployment insurance and workers compensation—are tied to the employee's salary and would, therefore, be prorated automatically for job sharers.

Retirement benefits in California are regulated by the State Education Code. Payments to it are made as a percentage of salary; therefore, special payment provisions do not have to be made for job sharers.

The California Code provides that teachers working part time receive a proportionate amount of service credit for use in determining their benefits when they retire. A teacher who works half time, for example, would earn a half year's service credit toward retirement. The other factors affecting final retirement benefits (age and final compensation) are handled the same for both full-time and part-time teachers.

In California, the exception to the proportional service credit rule is phased retirement or the reduced work-load program. Under AB3339 (Brown, 1974), school districts and eligible teachers working half time may contribute to the STRS (State Teachers' Retirement System) as if the teacher were working full time. To be eligible, an employee must be between the ages of 55 and 65 and must have been employed in a full-time position requiring a certificate for at least 10 years including the five consecutive years immediately preceding the reduction in workload. A teacher under this program, therefore, may share a position with another teacher and still receive full retirement credit, as well as the same full fringe benefits provided full-time employees. (See appendix for the full text of Assembly Bill 3339.)

Health benefits vary from district to district. While most prorate health benefits for sharers, arguing the need to avoid incurring the higher cost involved with full benefits, some provide full benefits for all sharers working 50% or more. The latter give a number of reasons for doing so. Chief among them is the desire among districts facing declining enrollment and layoffs to attract teachers to the program. These districts reason that the savings realized when experienced teachers with high salaries reduce to half-time, the fewer substitute teachers who must be hired, and the fewer layoffs needed outweight the added benefit cost.

Costs aside, the possibility of avoiding or at least minimizing layoffs has induced some districts to recruit sharers by offering full health benefits. Still other districts provide full benefits as a recruitment tool to attract new teachers.

Contract

When job sharing is negotiated, the unions or associations

generally take the position that job sharers working 50% or more should receive full health benefits. New Ways to Work, however, has found that many school districts are either unwilling or unable to agree to such a position. In some cases, job sharing has been precluded because of an impasse on this issue between the teachers' organization and the district. In other cases, job sharing is allowed, but restricted to a small number of teachers because of the district's concern about the cost.

Because New Ways to Work would like to see this option available to as many teachers as possible, we encourage prorating health benefits. We think this position is fair to all parties involved and facilitates the adoption of job sharing in more school districts.

Suggested contract language:

UNIT MEMBERS WORKING IN SUCH POSITIONS SHALL RECEIVE A PRORATED AMOUNT OF HEALTH, WELFARE, AND LEAVE BENEFITS. CONTRIBUTIONS TO THE STATE TEACHERS' RETIREMENT SYSTEM SHALL BE PROPORTIONATE TO THE TIME SERVED AND SALARY EARNED.
Language on California's reduced workload program is very similar in all contracts reviewed and closely follows the guidelines issued by the State Teachers' Retirement System.

RETURN TO FULL TIME

One of the major controversies between teachers and administrators is whether full-time, tenured teachers who have voluntarily chosen to reduce their hours to part time are guaranteed the right to return to full time if they so choose. There are a number of ways to handle this.

Absolute guarantee of return to full time

Some districts, particularly those that want to encourage teachers to share, do give sharers a guarantee of return to full time. Districts that encourage sharing to minimize layoffs argue that fewer teachers will enter the program if their decision is irrevocable. In these districts, teachers are legally on a half-time leave for the period they share. At the end of the year, all teachers are placed in the district-wide pool according to seniority in the event that layoffs are required.

Other districts that guarantee sharers a return to full time are

those that introduced job sharing as an experiment. Because they are not sure if they want teachers to remain as sharers, they automatically return the teachers to full-time status at the end of the school year.

Suggested contract language:

PART-TIME TEACHERS WHO HOLD FULL-TIME TENURE RIGHTS SHALL BE REASSIGNED TO FULL-TIME ASSIGNMENTS AT THE BEGINNING OF THE SCHOOL YEAR PROVIDED THEY HAVE INFORMED THE EMPLOYER OF THEIR DESIRE TO DO SO PRIOR TO _____.

No guarantee of return to full time

The majority of school districts do not guarantee sharers a return to full time. Instead, these districts usually state that teachers will be placed in suitable full-time positions whenever possible and that they will be assigned to full-time openings for which they are qualified before new teachers will be hired.

These districts reason that guaranteed return to full time would make their planning for future staffing more difficult. Many initiated job sharing to minimize layoffs; they claim that the guarantee would nullify that benefit. However, they generally make every attempt to place sharers who want to return to full time. One district, for example, pairs young teachers who plan to share for a few years while raising their small children with older teachers who are reducing their workload prior to retirement. The young teacher then is guaranteed a full-time position when the senior teacher retires.

There are some legal problems with reducing the workload of teachers and stating that they will be returned to full time, if requested, whenever possible. There is the question of whether a teacher who voluntarily reduces a percentage of an assignment thereby waives statutory rights (i.e. full-time tenure rights). Teachers' organizations maintain that they do not; school districts insist that they do. As of this writing, a case on the question is still pending in Santa Clara County Superior Court.

A few districts have avoided this controversy by requiring that teachers who want to job share formally resign and be rehired at half time or some other percentage. Many teachers' organizations adamantly oppose this way of handling the situation since resignations, under the California State Education Code, constitute a break in service as regards seniority rights

and, perhaps, salary schedule placement. One school district does have teachers resign and be rehired and also guarantees them seniority from their original date of hire.

Suggested contract language:

IF THE JOB SHARER WISHES TO RETURN FROM PART TIME BACK TO FULL TIME, SUCH INCREASE WILL DEPEND UPON THE STAFFING NEEDS OF THE SCHOOL DISTRICT AND THE EMPLOYEE'S QUALIFICATIONS. IN THE EVENT A JOB SHARER REQUESTS RETURN TO A FULL-TIME POSITION, THE DISTRICT SHALL GRANT SUCH A REQUEST BEFORE HIRING PERSONNEL FROM OUTSIDE THE DISTRICT TO FILL A POSITION FOR WHICH THE JOB SHARER IS QUALIFIED.

Limited guarantee of return to full time

The Palo Alto Unified School District and the Palo Alto Educators Association recently agreed to a tentative proposal that involves a mixture of the absolute guarantee and no guarantee positions. This wording appears to ensure security for the teacher while providing the district with a means of planning for future staffing.

Here is the tentative wording of the proposal:

PRIOR TO MARCH 1, A UNIT MEMBER MAY REQUEST IN WRITING A REDUCED ASSIGNMENT FOR THE SUBSEQUENT SCHOOL YEAR. (THIS DATE REQUIREMENT IS WAIVED FOR THE 1980-81 SCHOOL YEAR.) IN THE EVENT THE DISTRICT AGREES TO REDUCE THE UNIT MEMBER'S ASSIGNMENT, SUCH LEAVE SHALL BE GRANTED FOR NOT LESS THAN THREE (3) YEARS NOR MORE THAN FIVE (5) YEARS PROVIDED FURTHER THAT THE PARTIES MUTUALLY AGREE TO THE AMOUNT THE ASSIGNMENT SHALL BE REDUCED AND THE DATE ON WHICH THE UNIT MEMBER MAY ELECT IN WRITING TO RETURN TO THE UNIT MEMBER'S PRIOR ASSIGNMENT TIME. IN THE EVENT THE UNIT MEMBER DOES NOT ELECT IN WRITING BY MARCH 1 TO RETURN TO THE PRIOR ASSIGNMENT, THE UNIT MEMBER'S ASSIGNMENT SHALL BE PERMANENTLY REDUCED. HOWEVER, THE UNIT MEMBER AND THE DISTRICT MAY MUTUALLY AGREE TO REDUCE OR EXTEND THE ABOVE PERIOD OF REDUCED ASSIGNMENT TIME.

SUBSTITUTING

Many job sharers substitute for each other when necessary. Their agreement about substituting generally is written into the proposal agreed to by the teachers and the principal, the school district policy on job sharing or the contract.

The most common arrangement between job sharing teachers is to substitute for each other when necessary and possible. Often they do this because they feel it is better for the students than having outside substitutes. They work out the arrangement between themselves with the concurrence of the principal. The sharers keep track of "payback" days or days that their partners "owe" them. When they substitute for each other in this way they do not lose any sick leave.

Most districts want sharers to substitute for each other. In their view, this arrangement provides a better, more continuous education for the students and saves the district money because of the need to hire fewer substitutes. A few districts, however, want the sharers to use their sick leave rather than trade off days with their partner to prevent the costly accumulation of unused sick leave at retirement, which is then translated into service credit. In these districts, when one teacher is sick, either the partner substitutes with extra pay or an outside substitute is hired.

CONTINGENCIES

Sometimes for unforeseeable reasons a job sharing team loses one of its members during the year. A serious illness, an accident or a spouse's transfer may cause a teacher to resign or be absent for a long time.

To fill the position, many districts first ask the remaining sharer if (s)he would like to go full time. If the sharer does not, the district involves him or her in the recruitment and selection of a temporary substitute (in the case of illness) or a permanent replacement (in the case of a resignation). New Ways to Work also recommends this process, since involving the sharer in the selection of a partner is more likely to produce a successful partnership. It should be noted that districts under a layoff order will not have this flexibility in terms of who is offered the position.

Some districts have a written policy, but the many variables

involved in one sharer leaving during the year and the need for flexibility have caused most districts and teachers' organizations to leave policy on this matter unwritten.

CONSIDERATIONS FOR FUTURE POLICIES AND CONTRACTS

Historically, teachers have had individual rights: rights to a salary level, some form of health benefits, a degree of job security based on tenure and seniority, and a prescribed set of evaluation procedures. Sharers have no such historical precedents. When districts begin to offer job sharing, they also may begin to consider their sharers as a unit in terms of tenure and seniority, evaluations and promotions.

Tenure and seniority

Teachers who share have a stake in a successful partnership. A district can provide some protection for a pair so that it won't be broken up against the wishes of the members of the partnership. The pair might receive some type of tenure as a pair, thereby increasing the stability of the pair and contributing to the morale of the teaching staff.

Granting tenure to a pair of sharers also raises the question of seniority of a pair. In some cases it may be reasonable to consider the length of time a pair has worked together and whether the seniority might accrue to the pair as a unit, rather than just to the individuals who share the job.

Evaluations

If a pair is jointly responsible for the teaching of a contained classroom, they may wish to be evaluated as a pair. Informal procedures already exist that do this, since teachers must apply for a shared position each year. Unsatisfactory pairs are not permitted to share again. Standardized evaluation procedures for measuring the performance of pairs should ensure a more just assessment of their work.

Promotions

Viewing job sharers as a unit rather than as two separate persons would make it easier to consider the promotion of a pair, for example, to the position of principal. The combined skills and experiences of the teachers would then be weighed

against the qualifications of other candidates. The range of skills brought to the new position by a pair might compare favorably with those of individuals, as it now often does in the classroom.

As a history of job sharing develops, and as pairs demonstrate their stability, the need to consider the holders of a position as a unit may require specific language in future policies and contracts.

III. MODEL COLLECTIVE BARGAINING CONTRACT

I. DEFINITION: Job sharing shall refer to two (2) unit members sharing one (1) full-time position.

II. APPLICATION: Any assignment openings shall be available to certificated staff who have indicated in writing to the personnel director their desire to job share.

III. PAIRING: Job sharing assignments shall be filled only by teachers who have jointly agreed to work together.

IV. SELECTION: Job sharing assignments shall be granted annually upon mutual agreement of the teachers and the personnel office.

V. RESPONSIBILITIES: Responsibilities of an assignment by two (2) job sharers may be divided and/or allocated according to a plan designed by the job sharers, with the concurrence of their immediate supervisor. This shall include but not be limited to attendance at regular staff meetings, district meeting, parent conferencing, etc.

VI. COMPENSATION: Participants shall be placed appropriately on the teachers' salary schedule, receive one step increment for each year of service, and be given appropriate added increments for advanced degrees or longevity.

OR

Employees sharing contracts shall receive salary step movement at the start of the school year, following the accumulation of the equivalency of one year of full-time service.

VII. BENEFITS: Unit members working in job sharing positions shall receive a prorated amount of health, welfare, and leave benefits. Contributions to State Teachers' Retirement System shall be proportionate to the time served and salary earned.

VIII. RETURN TO FULL TIME: If the job sharer wishes to increase from part-time to full-time, such increase will depend upon the staffing needs of the school district and the employee's qualifications. In the event a job sharer requests to return to a full-time teaching assignment, the district shall grant such a request before hiring personnel from outside the district to fill a position for which the job sharer is qualified and has requested.

OR

Part-time teachers who hold full-time tenure rights shall be transferred to full-time employment at the beginning of the school year provided they have informed the employer of their desire to do so prior to _____.

OR

Part-time leaves for job sharing assignments shall be granted for not less than three (3) years nor more than five (5) years provided further that the parties mutually agree to the amount the assignment shall be reduced and the date on which the unit member may elect in writing to return to the unit member's prior assignment time. In the event the unit member does not elect in writing to return to the prior assignment, the unit member's assignment shall be permanently reduced. However, the unit member and the district may mutually agree to reduce or extend the above period of reduced assignment time.

IX. SUBSTITUTING: Job sharers shall substitute for each other whenever possible.

IV. APPENDIX

CALIFORNIA SCHOOL DISTRICTS WHOSE WRITTEN POLICIES WERE REVIEWED FOR THIS STUDY

Burlingame Elementary
Campbell Union Elementary
Chico Unified
Evergreen
Fairfax Elementary
Hollister Elementary
Laguna Salada Union Elementary
Los Gatos Union Elementary
North Sacramento
Rio Linda Union
Roseland Elementary
San Francisco Unified
San Leandro Unified
Sebastopol Union
Shoreline Unified
Sunnyvale Elementary
Ukiah Unified
Union Elementary (San Jose)

CALIFORNIA SCHOOL DISTRICTS WHOSE CONTRACTS WERE REVIEWED FOR THIS STUDY

Berkeley Unified
Berryessa Union
Cambrian Elementary
Campbell Union Elementary
Cupertino Elementary
Fairfield-Suisun
Gilroy Unified
Jefferson Union High School
Kentfield School District
Larkspur School District
Loma Prieta Joint Union
Los Altos Elementary
Los Gatos Elementary
Mill Valley Elementary
Morgan Hill Unified
Mt. Diablo Unified
Mountain View School District
Murray Elementary
Napa Unified
Palo Alto Unified
Redwood City Elementary
San Anselmo Elementary
San Francisco Unified
San Jose Unified
San Rafael
Santa Clara County
Santa Clara Unified
Sausalito Elementary
Solano County
South San Francisco Unified
Walnut Creek Elementary
Whisman Elementary

From the Contract Between
San Francisco Unified School District
and
San Francisco Federation of Teachers
July 1, 1979—June 30, 1981

ARTICLE 26: Part-time Teaching

The Employer and the Union agree that participation in part-time teaching programs shall be limited to one hundred (100) tenured K-12 teachers. Part-time teaching shall be defined as either half-time teaching or partnership teaching. Part-time teachers shall have fringe benefits consistent with full-time teachers and shall accumulate service time as though they were teaching full time for the purpose of advancing on the salary schedule and becoming eligible for sabbatical leave. Part-time teaching assignments shall be renewed annually upon mutual agreement between the teacher and the Personnel Office.

26.1 Half-time Teaching

Half-time schedules shall be arranged by agreement with the teacher, the Personnel Office and the principal, and shall mean daily half-time service or one (1) semester on duty and one (1) semester off duty. Daily half-time service for secondary teachers shall mean teaching three (3) periods one semester and two (2) periods the other semester. Unless otherwise agreed, periods taught in secondary school shall be consecutive.

26.2 Partnership Teaching

Partnership teaching shall mean two (2) teachers sharing equally one (1) full-time teaching assignment.

From the Contract Between
Napa Unified School District
and
Napa Valley Educators' Association
July 1, 1979—June 30, 1982

19.0 Part-time Contracts

19.1 Members of the unit, subject to the approval of the District, are permitted to work less than full-time or share a portion on a regular basis with another unit member.

19.2 Unit members who desire to take part in either of the above shall make their request known in writing to the Director of Personnel. The unit member shall submit the request no later than March 1 for the following year. Unit members shall remain on the part-time program but may at their request be considered for return to full-time employment at the completion of the school year if a position is available.

19.3 Unit members working in such positions shall receive a prorated amount of salary, health, welfare benefits and leave benefits.

From the Contract Between
Redwood City School District
and
Redwood City Teachers' Association
May 30, 1979—June 30, 1981

ARTICLE XIII
CERTIFICATED JOB SHARING

1. General Provisions

1.1 Entry into the program shall be voluntary and at the request of the bargaining unit member.

1.2 There shall be no minimum age of entry into the program.

1.3 For the first year, there will be no more than one shared job agreement in each school and no more than eight total arrangements in the district.

1.4 Each job sharing arrangement shall be for one year and the bargaining unit member may request to continue in the program following approved procedures.

1.5 If a bargaining unit member elects to return to full-time teaching, the bargaining unit member will be provided the first available full-time position for which he/she is qualified.

1.6 Former full-time bargaining unit members will maintain their positions of seniority and will progress on the salary schedule as if they were full-time bargaining unit members.

1.7 Bargaining unit members in these programs shall be entitled to all the rights and benefits of full-time bargaining unit members which are mandated by law.

1.8 Contributions to STRS and health benefits shall be proportionate to the time served and salary earned.

1.9 If at all possible, the participants will serve as substitutes for one another when necessary.

2. Procedures to be followed in initiating a job sharing arrangement

In establishing a job sharing arrangement these steps will be followed:

2.1 The interested bargaining unit member shall develop a proposal describing how they would share a job.

2.2 The proposal shall include:

2.2.1 Verification that the classroom philosophy of the bargaining unit members involved is mutually acceptable and consistent

2.2.2 Assurance that individual curricular strengths and enthusiasms of the participants are being used adequately

2.2.3 A general plan which explains tasks, schedules, and curriculum program

2.2.4 Plan for establishing a reliable way of communicating with each other, students, staff, and parents.

3. The proposal will be reviewed by the principal of the school and the instructional division with the bargaining unit members involved.

4. District management will have authority to grant final approval and transmit the decision to the personnel officer and bargaining unit members involved along with their written rationale for the decision.

From the Contract Between
Whisman School District
and
Whisman Educators Association
July 1, 1980—June 30, 1981

ARTICLE 12: Part-time Employment

A. Part-Time Teaching

1. Part-time employment shall include all teachers employed for less than a full-time equivalent.
2. A part-time position may be filled by any teacher with appropriate credentials.
3. Part-time teachers may be transferred to an increased assignment at their request at any time an increased assignment becomes available. Part-time teachers who hold full-time tenure rights shall be transferred to full-time employment at the beginning of the school year provided they have informed the employer of their desire to do so prior to April 1.
4. Part-time teachers, when possible, shall have a choice of hours and/or days they work.
5. Responsibilities of a part-time assignment shall be pro-rated in proportion to the number of hours the teacher is employed. Whenever possible, required attendance meetings shall be scheduled during the part-time teacher's assigned work days.
6. Part-time teachers working 50% or more of the school year shall be placed appropriately on the teacher's salary schedule, receive one (1) step increment for each year of service, be given appropriate added increments for advanced degrees, tenure, or longevity and receive the same full District-paid fringe benefits provided full-time teachers.
7. Part-time teachers shall be given a pro-rata amount of the released time allowed other teachers for preparation.

B. Shared Assignments

1. "Job-sharing" shall refer to two teachers sharing one teaching assignment on a day-to-day or week-to-week basis.
2. Any assignment openings shall be available to certificated staff who have indicated in writing to the Personnel Director their desire to job-share, by April 1.
3. Job-sharing assignments shall be filled only by teachers who have jointly agreed to work together.
4. Job-sharers may request to be transferred to an increased assignment providing they have filed a request in the Personnel Office at the time "Intent to Return Next Year" forms are due.
5. Responsibilities of an assignment by two job-sharers may be divided and/or allocated according to a plan designed by the job-sharers, with the concurrence of their immediate supervisor. This shall include but not be limited to attendance at regular staff meetings, district meeting, parent conferencing, etc.
6. Absences of three or fewer days at one time may be covered by the other job-sharer providing they have mutually agreed to such a plan. No penalty shall be levied by the District against a job-sharer for such absences.

SAMPLE INDIVIDUAL EMPLOYMENT CONTRACTS

CONTRACT–OFFER OF EMPLOYMENT

North Sacramento School District

M _____ Social Security # _____

_____ _____, 19___

_____

You are hereby notified that you have been elected to serve as a job sharing teacher for the school year beginning _____ and ending _____.

The following conditions of employment have been stipulated by the governing board and are hereby expressly made a part of this contract:

1. Your annual salary for the school year in the above named position will be one-half of the step and class salary schedule amount to which you would be entitled as a full time employee.
2. Your benefits will be one-half those specified for a full time employee.
3. Your services in the above named position will begin on the first day of service yet to be established for teachers for the _____ school year.
4. You will be required to render services in the above named position for such length of time during the school year as the governing board of the school district may direct.
5. You are hereby classified by this board as a _____ employee.
6. This offer of employment is made subject to the laws of California and to the lawful rules of the State Board of Education and of the governing board of the above named school district affecting the terms and conditions of employment by governing boards of school districts. Said

laws and rules are hereby made a part of the terms and conditions of this offer of employment, the same as though they have been expressly set forth herein.

On Behalf of the Governing Board

Dean F. Masfield
District Superintendent

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed. I hold and have on file or registered in the Office of the County Superintendent of Schools of this county the following credentials or certificates authorizing me to serve in the capacity stipulated in this contract:

_____

DATE _____, 19___ (Signed) _____

Education Code 44841: Any certificated employee not under permanent tenure who fails to signify his acceptance within 45 days after notice of his election or employment has been given him, or mailed to him by United States Registered Mail shall be deemed to have declined the employment.

TEACHER'S REDUCED-ASSIGNMENT AGREEMENT

Palo Alto Unified School District

April 24, 1980

TO: ROBERT E. McLEAN

FROM:

SUBJECT: *AGREEMENT - REDUCTION IN CONTRACT*

I agree that the change in my status from a _____% teacher to a _____% teacher is the result of a voluntary request by me for the 1980-81 school year. I understand that I remain at the reduced assignment, subject to District policy, unless a mutual agreement is made to return to my original status.

_____
Signature

_____
Date

_____
Personnel Services

35

California Assembly Bill 3339

CHAPTER 1367

An act to add Sections 13337.7, 14009, and 24215 to the Education Code, and Section 20815 to the Government Code, relating to school employees.

[Approved by Governor September 26, 1974. Filed with Secretary of State September 26, 1974.]

LEGISLATIVE COUNSEL'S DIGEST

AB 3339, Brown. School employees.

Permits school district governing boards and Trustees of the California State University and Colleges to establish rules and regulations which allow certificated and academic employees to reduce their workload from full-time to part-time duties.

Permits members of the State Teachers' Retirement System who are part-time employees to have retirement benefits based on full-time employment if the employee and the employer both elect to make contributions required for full-time employment and permits same retirement benefits for academic employees of California State University and Colleges who are members of the Public Employees' Retirement System. Limits provisions to a period of five years of such part-time status.

The people of the State of California do enact as follows:

SECTION 1. Section 13337.7 is added to the Education Code, to read:

13337.7. Notwithstanding any other provision, the governing board of a school district may establish regulations which allow their certificated employees to reduce their workload from full-time to part-time duties.

Such regulations shall include but shall not be limited to the following if such employees wish to reduce their workload and maintain retirement benefits pursuant to Section 14009:

(a) The employee must have reached the age of 55 prior to reduction in workload.

The employee shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.

(e) The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during his final year of service in a full-time position.

(f) This option is limited in prekindergarten through grade 12 to certificated employees who do not hold positions with salaries above that of a school principal.

(g) This section shall not be applicable to persons who are administrators in community colleges.

SEC. 2. Section 14009 is added to the Education Code, to read:

14009. Notwithstanding any other provision of this chapter, a member employed on a part-time basis shall receive the credit he would receive if he was employed on a full-time basis and have his retirement allowance, as well as any other benefits that he is entitled to under this chapter, based upon the salary that he would have received if employed on a full-time basis, if he and his employer both elect to contribute to the Teachers' Retirement Fund the amount that would have been contributed if the member was employed on a full-time basis. This section shall be applicable only to members who have met the criteria provided in Section 13337.7 of this code or Section 24215 of the Government Code and are not older than 65 years and is limited to a period of five years of such part-time status. The employer

(b) The employee must have been employed full time in a position requiring certification for at least 10 years of which the immediately preceding five years were full-time employment.

(c) The option of part-time employment must be exercised at the request of the employee and can be revoked only with the mutual consent of the employer and the employee.

(d) The employee shall be paid a salary which is the pro rata share of the salary he would be earning had he not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he makes the payments that would be required if he remained in full-time employment.

shall maintain the necessary records to separately identify each employee receiving credit pursuant to this section.

SEC. 3 Section 24215 is added to the Education Code, to read:

24215. The trustees may establish rules and regulations which allow academic employees to reduce their workload from full-time to part-time duties.

Such regulations shall include but shall not be limited to the following if such employees wish to reduce their workload and maintain retirement benefits pursuant to Section 20815 of the Government Code.

(a) The employee must have reached the age of 55 prior to reduction in workload.

(b) The employee must have been employed full time as an academic employee for at least 10 years of which the immediately preceding five years were full-time employment.

(c) The option of part-time employment must be exercised at the request of the employee and can be revoked only with the mutual consent of the employer and the employee.

(d) The employee shall be paid a salary which is the pro rata share of the salary he would be earning had he not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he makes the payments that would be required if he remained in full-time employment.

The employee shall receive health benefits in the same manner as a full-time employee.

This section shall only be applicable to academic teaching employees who receive no higher salary than the maximum paid to a department chairman.

SEC. 4. Section 20815 is added to the Government Code, to read:

20815. Notwithstanding any other provision of this part, a member employed on a part-time basis shall receive the credit he would receive if he was employed on a full-time basis and have his retirement allowance, as well as any other benefits he is entitled to under this part, based upon the salary that he would

have received if employed on a full-time basis if he and his employer both elect to contribute to the retirement fund the amount that would have been contributed if the member was employed on a full-time basis. This section shall be applicable only to members who are academic employees of California State University and Colleges who have met the criteria provided in Section 13337.7 of the Education Code or Section 24215 of this code and are not older than 67 years and is limited to a period of five years of such part-time status. The employer shall maintain the necessary records to separately identify each employee receiving credit pursuant to this section.

SEC. 5. It is the intent of the Legislature in enacting this act to provide certificated employees of school districts and academic employees of the California State University and Colleges with options for part-time employment to phase in their retirement program.

OTHER PUBLICATIONS AVAILABLE FROM

NEW WAYS TO WORK
149 Ninth Street
San Francisco, CA 94103
(415) 552-1000

Job Sharing in the Schools. A practical handbook for teachers and administrators on the use and implementation of job sharing in school districts. 1980. *Mail order: $5.00*

Job Sharing in the Public Sector. An overview of current job sharing and permanent part-time employment practices in city, county, state and federal agencies. October 1979. 79 pp. *Mail order: $4.50*

Job Sharing: A New Pattern for Quality of Work and Life. by Gretl Meier. Published by the W.E. Upjohn Institute for Employment Research, Kalamazoo, MI. Reviews development of and current usage of job sharing, analyzes data of a nationwide survey of 238 job-sharers. 1979. 187 pp. *Mail order: $3.75*

Articles and Reports on Job Sharing. Reprints from Personnel Journal, Personal Report to the Executive, Wall Street Journal, Kiplinger Magazine, Work Life, Stanford University Manager and others. *Mail order: $3.75*

A Selected Bibliography on Job Sharing and Permanent Part-time Employment. March 1979. 14 pp. *Mail order: $2.50*

A Booklet of General Information About Job Sharing. Includes discussion of how to handle fringe benefits, questions employers ask, types of jobs being shared and a sample time chart. 1977. 15 pp. *Mail order: $2.50*

Job Sharing Project Final Report. Report of the New Ways to Work 1975-76 CETA-funded project. 1977. 44 pp. *Mail order: $4.25*

New Ways to Work Newsletter. One year subscription. 4 issues. *Mail order: $5.00*

Additional information available from New Ways to Work.

California residents add 6% sales tax.